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GOVERNOR'S MESSAGE

AND

ACCOMPANYING DOCUMENTS

IN RELATION TO THE

SUPPLY OF SALT

FOR THE

STATE OF GEORGIA.

P23019

BOUGHTON, NISBET & BARNES, STATE PRINTERS
MILLEDGEVILLE, GA.

.....
1863.

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MESSAGE.

EXECUTIVE DEPARTMENT,
MILLEDGEVILLE, Georgia, April 3d, 1863. }

To the House of Representatives:

I communicate herewith a copy of the contract made through the agency of Hon. John W. Lewis with Maj. M. S. Temple, for the manufacture of salt at Saltville, Virginia, together with a correspondence between Major Temple and myself, upon the subject of increased compensation for the manufacture of salt. I am also permitted by the kindness of Hon. B. H. Bigham, of the House, to copy a letter from the Superintendent of the Virginia and Tennessee R. R. Co., upon the subject of the transportation of salt from Saltville to Bristol, and of wood to the Georgia works at Saltville. These documents will, I trust, be found to contain the information required by the resolution of the House.

It may not be improper for me to remark, that while as a general rule, I oppose the payment of additional compensation to those who have undertaken to perform any service for the State for a sum agreed upon by the parties, I am of opinion that the interest of the State would be advanced by a departure from the rule in this case. The outlay of money in the manufacture of salt, with the present difficulties in procuring wood, and at the present high prices of labor and provisions, is so much greater than it was at the time the contract was made, that it is not now possible for the contractor to make the salt at the price agreed upon. As the contract is a large one, running through the war, the result must be the bankruptcy of the contractor, and the suspension of the work. I therefore recommend such change in the contract as will enable the contractor to press forward with the work, *upon condition* that he enlarge his works, if not already sufficient, so as to supply to the State the full quantity of five hundred bushels per day, while he receives the additional compensation.

By reference to the letter of Mr. Dodamead, it will be seen that our trains will not be permitted to run over his

road to Saltville to transport our salt to this State. This settles the question, that it is impossible for us to do our own carrying, as we can have no control over the roads beyond the limits of this State. We are therefore at the mercy of the Railroads, and will be obliged to submit to such terms as they may impose.

While the compensation offered by the Virginia and Tennessee Road for the use of engines and cars which we may furnish to the Superintendent of that Road, to be used by him in the transportation of wood and salt for this State and her people, is much less than the actual value of the hire of the trains, I recommend that his proposition be accepted, and that two trains be furnished by the State for the purpose of supplying all the Georgia works with wood, and bringing out the Georgia salt to Bristol. To accomplish this object, it will be necessary that I be authorized to purchase or impress the trains from some of the Company roads of this State, as the resolutions of the last session do not, in my opinion, contemplate a permanent impressment, but only a temporary seizure of trains to run from this State to Saltville. The State Road cannot furnish the trains, as we have already lost about two hundred cars and several of our most valuable engines, which were carried to other sections of the Confederacy in military service, and never returned to the Road. The press of business, especially for the Confederate Government, is very heavy upon the Road, and I am obliged to continue to run the corn train to Southwestern Georgia during most of this spring and summer, to supply bread to the people in the destitute sections of the State. It will become necessary for the State and her companies to build a warehouse at Bristol, and store the salt as fast as it is brought from Saltville. We shall then be dependent upon the East Tennessee and Virginia and the East Tennessee and Georgia Roads to bring it to Dalton. While I anticipate difficulty in getting it through from Bristol to Dalton, I trust arrangements may be consummated by which it can be done within the year. Provision should be made for furnishing additional rolling stock on these roads to carry it, if we can do no better. Every effort in our power should be made to secure a supply of salt for the State as soon as possible, that we may avoid the panic and high prices which may result from scarcity next fall.

JOSEPH E. BROWN.

SALT CONTRACT.

Whereas, a contract was made and entered into on the 30th day of March, 1862, between Stewart, Buchanan & Co., of the first part, and John W. Lewis, agent of the State of Georgia, under power of attorney from the Governor of said State, of the other part, the terms and considerations of which is as follows, to-wit:

STATE OF VIRGINIA. }
Smythe County, May 30th, 1862. }

Articles of agreement made and entered into between Stewart, Buchanan & Co., of the first part, and John W. Lewis, agent of the State of Georgia under power of attorney from the Governor of said State, of the other part, witnesseth, that the said party of the first part agrees to furnish and raise sufficiently high to run to the salt kettles at the location selected in the meadow below the Preston furnace, at the salt works known as the Preston and King Salt Works, in the county and State aforesaid, a sufficiency of salt water to make as much as five hundred bushels per day of salt (if that much can be made by the party of the first part), for which the party of the second part is to pay at the rate of fifty cents per bushel of fifty pounds, on every bushel of salt manufactured from said water so raised—payment for the same to be made every week. The party of the second part is to incur every expense connected with the manufacture of said salt, except furnishing the water raised as above stated, and have liberty connected with the grounds adjacent to the location above described, to put up the necessary kettles, shelters, hauling wood, salt, &c.

The party of the second part has the liberty of extending this contract until the end of the present war, and until three months thereafter. The party of the second part does not obligate himself to make any given quantity per day, but will, after getting kettles, shelters, &c., make, if he can, 500 bushels per day. If it becomes necessary to increase the stationary motive power, or otherwise increase the power of elevating the salt water, the party of the second part can have it done, and return pay for the same out of the salt rent. In the event of a failure of an ample supply of salt water of good strength, the said Stewart, Buchanan & Co. are to be liable for no damages on account thereof. And the said John W. Lewis, agent, is not to interfere with the said Stewart, Buchanan & Co. in getting wood hauled upon the Railroad, and unless both parties can have enough hauled for their purposes, said Stewart, Buchanan & Co., for their furnaces now in operation, shall have the

preference so far as the hauling of the Virginia and Tennessee Railroad is concerned. And the said Lewis, agent, agrees to dispose of the salt manufactured by him to the citizens of the State of Georgia, for their consumption.

Signed in duplicate. Witness the following signatures :

(Signed) STEWART, BUCHANAN & CO.,

(Signed) JOHN W. LEWIS,

Ag't under power of att'y from the State of Ga.

Now, in order to the full execution of the above recited contract, the said John W. Lewis, agent, agrees with M. S. Temple, of the county of Green and State of Tennessee, as follows : The said M. S. Temple assumes the carrying into effect in good faith the above recited contract on the part and in the stead of the said John W. Lewis, agent.

The said Lewis turns over to the said Temple forty-one kettles, now at the place, 2,500 feet of plank, 11,050 brick, now at the place, one and a half barrels of nails, two iron ladles, 3 small iron heavy chisels, pointed for cleaning kettles, 12 bars of old railroad iron, and 3 axes. These articles are to go without special charge, but form a consideration in the general contract. The said Lewis is to have furnished at the salt works to the said Temple, ready made, sacks to hold the salt, and twine to sew the same, as much as five hundred bushels of salt per day, unavoidable accidents in breakage, leakage and things not within his power to control, excepted

The said Temple obligating himself, his heirs, executors and administrators to furnish that much salt delivered in the bags, as above, on the cars, provided the cars are furnished at the salt works, and is to receive one dollar and fifty cents per bushel, of fifty pounds to the bushel, for the same, payable weekly in bankable currency; and is to continue to deliver that much until the end of the present war, and until three months afterwards.

The said Temple is to put up the kettles as soon as possible—those now on hand—and to have enough in operation to make as much as five hundred bushels per day, as soon as it is possible to do it. If the present war should terminate before the amount of sixty thousand bushels is made, the said Lewis, agent, is to take that much on the above terms, at any rate. In case the public enemy should take and possess the said salt works, then, as a matter of course, none of the parties to these contracts are bound by them, while so possessed by the enemy. The said Temple

is to pay for the water out of the funds received for the salt.

Witness our hands and seals this 17th day of June, 1862.

(Signed) JOHN W. LEWIS, (L. S.)

(Signed) M. S. TEMPLE, (L. S.)

Witness :

W. E. RECTOR.

We guarantee to John W. Lewis, agent, the full and faithful performance of the above contract on the part of M. S. Temple.

Witness our hands and seals.

(Signed) SAMUEL McGAUGHY, security. (L. S.)

STATE OF GEORGIA, }
Cobb County, July 3rd, 1862. }

Whereas, it is not convenient for Hon. John W. Lewis, agent of the State of Georgia in the capacity mentioned in the foregoing copy contracts, to remain at the salt works, to see in person to the carrying out of the said contracts, and to attend to all the business incident to the same, I hereby appoint and constitute Jesse R. Wickle, of the county of Barrow in this State, agent to remain at the salt works, to do and perform all necessary acts and things to be done on the part of the State of Georgia in carrying out said contracts, but not giving him power, unless specially authorized hereafter, to change or alter said contracts, nor revoking hereby any powers heretofore given to said John W. Lewis.

(Signed)

JOSEPH E. BROWN,
Governor of Georgia.

LETTER OF M. S TEMPLE TO GOV. BROWN.

SALTVILLE, VA., Feb. 1st, 1863.

Hon. Joseph E. Brown,

Governor of the State of Georgia :

DEAR SIR:—I hope you will not be deterred from giving this communication a careful perusal on account of its great length.

The vital interest I have in the subject embraced and the deep solicitude manifested by your Excellency for its success, justifies the expectation and belief that you will give it a patient and impartial consideration, and pass such judgment on the merits of the question embraced between the

parties in interest, as the character of the case under all the circumstances may seem to justify.

I refer, of course, to the subject of making salt, with all its attending perplexities, annoyances and difficulties. These things attended my early efforts at preparation for salt making in a most remarkable manner, and have, I regret to say, more than kept pace with every subsequent movement up to the present hour. Difficulties without number or parallel have been met that were not anticipated, and of course not provided for. My present purpose is to bring to your notice the question of the propriety and justice of allowing increased compensation for the production of salt for the people of Georgia. I have no legal claim to present. I offer none. I ask, however, the privilege to refer to some of the circumstances by which I was surrounded at the time of making said salt contract, and which had their influence in causing me to engage in making salt, as distinguished from those that now surround me.

In the first place, I was negotiating at the time I met with Dr. J. W. Lewis, with Messrs. Stewart, Buchanan & Co., for a salt water privilege on my own private account, and on terms that would have made me a large fortune. Dr. Lewis at once urged me in an earnest and pressing manner to undertake to carry out his contract, and to lose sight of all idea of speculation. He more than once remarked to me that it was all wrong for any man to speculate on the necessities of a suffering people, and that the voice of public sentiment would overwhelm any man in such an undertaking.

To the representations and entreaties of our mutual friend, Dr. Lewis, I am to-day indebted for my connection with your State, believing as I then did, and as things then were, I could perform a patriotic act for a noble and public spirited people, and at the same time make a reasonable compensation for my family. The result of our frequent interviews was the contract you have on file in your office.

I have spared neither money nor effort to carry it into successful execution. I am sorry it has not been in my power to make more salt and thereby enable you to realise your highest expectations on this important subject. At the time I made my contract, no other State, nor do I remember of any individual having made salt contracts with the proprietors, consequently no competition in the various articles of supplies for making salt on the part of States, communities, counties, and individuals to an almost indefinite extent, could have entered into the cost of making salt at the time.

At that time there was a very flattering prospect for the

growing crops of all this country—no sign of a famine or famine prices for farm products. Labor was comparatively plenty and cheap. Most supplies could be had in abundance and at moderate rates. No excess was perceptible in the volume of the currency of the country at that time. No conscript law had been passed and put into force. No demonstration had been made by military and other authorities to seize and impress and appropriate property regardless of ownership or circumstances. There was then no fears of an almost total failure of the Railroads to haul wood, nor could we anticipate such unheard of charges for transportation of wood and other supplies. I certainly had a right to expect the privilege of shipping to this place for my own consumption, the production of my own farm, but even that has been denied me, until consumed by degrees by the military authorities, until but little remains for shipment. Since I commenced work here, the military of the U. S. and the Lincoln troops, when in view at the bridges, have taken corn and hay and appropriated the same without one dime of compensation, to the value of between four and five thousand dollars. Every article that enters into the production of salt has rose from one hundred to one thousand per cent. in the past seven months. The people of the entire country have become excited, I may say gone wild with the spirit of speculation. Promises to-day are disregarded and broken to-morrow by nineteen out of twenty of the community, provided they can make money by the operation. These are some of the circumstances that surround me to-day, in trying to make salt for your people. They are the result of causes beyond my power to foresee or control. The cost to-day of making salt is more than I am receiving from the State.

For convenience of comparison, I append a list of present and past prices for some leading articles of consumption.

I have no idea of repudiating the contract, nor of relaxing my energies in any particular, but candor compels me to say, that should the war continue for a great length of time, and supplies remain at present prices, it is uncertain how long I may be able to carry on the business.

I have spent at this place a large share of the earnings of a very active life for 25 years, in preparation and supplies for making salt, hoping for a reasonable reward from our contract, but at present I am fully of the opinion I am to be greatly disappointed unless you see proper to alter the contract to correspond with the very remarkable and unprecedented change that has taken place in the value of every article connected with the business.

The agents for making salt for the State of Tennessee and Alabama, are, as I am informed, receiving net for each bushel of salt made *two dollars*, with an additional privilege of raising salt in payment of all supplies from the first beginning, which enabled them to buy, at very low rates all articles to carry on their works. These payments have had precedence over the deliveries to the States for consumption. Our contract was the first one made, in the absence of, and not expecting competition, consequently less guarded, and at much lower rates than any contract since made by any party.

I respectfully ask of your Excellency a careful survey of all the facts, and circumstances of the trade, and decide the question that I now propose (*viz:*) So to change the contract as to allow me the same the Tennessee and Alabama agents are receiving, *two dollars per bushel* instead of one as per the present agreement.

The change proposed if made, cannot be very injurious to a whole State, and yet may save an individual and his family from bankruptcy and ruin, and who had certainly hoped for very different results. In this connection I will remark, that last fall I made a private contract for salt water privileges to a small extent, but had to agree to give *gold coin* in payment at high rates. On this contract I was able to make only a small amount of salt, and the amount made was mainly appropriated to aid in carrying on your contract in shape of payments for supplies, &c.

I would be glad to hear from you at your earliest convenience. I have sent to Dr. John W. Lewis a copy of this communication, as he is quite familiar with all the circumstances, and being the agent to make the contract. We have on hand between 20 and 30 ear loads of salt, and making as fast as we can when we get wood. My wood forces in Tennessee are progressing finely up to latest accounts.

Yours respectfully,

M. S. TEMPLE.

	Jan. 1862.	Jan. 1863.
Corn per bushel.....	\$1.00.....	\$4.00
Hay per cwt.....	75.....	4.00
Iron per pound.....	6.....	30
Tallow per pound....	25.....	85
Beans per bushel.....	1.00.....	5.00
Nails per pound.....	10.....	75
Domestics 4 $\frac{1}{4}$	20.....	85
Jeans per yard.....	1.50.....	5.00 to 8.00
Shoes.....	4.00.....	10.00 to 15.00
Irish potatoes per bush.	1.00.....	5.00

	Jan. 1862.	Jan. 1863.
Bacon per pound.....	20.....	60
Cord wood per cord... 5.00 <i>delivered</i>		30.00 to 50.00
Do in woods standing.. 40 to 1.00.....		2.00 to 4.00
Mechanics per day.... 2.00 to 3.00.....		6.00 to 10.00
Cutting cord wood.... 1.00.....		3.00 to 4.00
Hauling cord wood... 2.00.....		10.00

Horses, mules, wagons &c., &c., &c., in like proportion.

LETTER OF GOV. BROWN TO M. S. TEMPLE.

EXECUTIVE DEPARTMENT,
MILLEDGEVILLE. Feb. 12, 1863.

Maj. M. S. Temple:

DEAR SIR—I have to acknowledge the receipt of your letter in reference to extra compensation for making salt, under the contract made between you and this State, acting through Dr. Lewis as agent. The contract has been reported to the Legislature, and approved by them, and I do not feel at liberty to change it and allow more compensation without the concurrence of that authority.

Col. Bigham, who is also engaged in manufacturing salt at Saltville, and knows the cost of making it, is a prominent member of the General Assembly. When the Legislature meets again in April, I will confer with him and others, who have had experience, and will advise such action as may be considered just and right.

The fact that you have not delivered, up to this time, or to the time your wood failed, near as much per day as the contract called for, may be a circumstance not favorable to your application. I would suggest that you deliver all in your power till the Legislature meets.

Col. Whitaker will place funds in the hands of Mr. Wykle to pay for it.

(Signed)

Very respectfully &c.,
JOSEPH E. BROWN.

LETTER OF M. S. TEMPLE TO GOV. BROWN.

SALTVILLE, VA., 25th March, 1863.

Hon. Joseph E. Brown, Governor of Georgia:

DEAR SIR—Your favor of the 12th February last, in reply to my application for increased compensation for man-

manufacturing salt for your State, was duly received. I beg leave respectfully to reply to that part of your letter, in which you refer to the fact, that previous to the burning of the bridges on the line of the E. T. & Va. R. R., on the 29th December, I had not delivered to your agent as much salt per day as the contract required.

I will briefly state the circumstances and allow you to arrive at your own conclusions. I commenced building salt furnaces the last days in June. By the 20th of August I had one furnace completed, and at once commenced making salt, at the rate of about two hundred bushels per day, for six days in the week. By the 23d of October I had a sufficient number of kettles in successful operation, to make five hundred bushels of salt per day. The balance of that month, and all the month of November, we succeeded finely. The first days of December, our business was mainly suspended. The great demand for salt by the Confederate States, and the State of Virginia, was such, that nearly all the available transportation on the Va. Tenn. R. R. was appropriated to the benefit of those interests, in hauling wood and salt, they demanding the preference in every instance, over all other States. Thus matters stood, at that important season for making salt for your State. Seeing no other remedy, I left the works and called on your Excellency in person, at Milledgeville, for an engine and cars to aid me in carrying on the business, equal to my own wishes and your just expectations.

Your patriotic desire to accomplish every thing possible, for the good of the people of Georgia, prompted you without a moment's hesitation, to give me an order for an engine and cars, but unfortunately, our common enemy burned two bridges on the E. T. & Va. Road before I had time to receive the train. Memoranda made at the time by my clerk, shows that our furnaces were idle for the want of wood hauled by the trains in the month of December, sixteen days at one time, to say nothing of previous stopages at short intervals, from the same cause. Since the first of January, the transportation for wood and salt has been mainly for the Confederate States and the State of Virginia, of course but a small amount of salt has been made by the agents of other States. I have sent from this place to Bristol, since the first of January only 8 car-loads of salt. The combined effort of your agent Mr. Wykle and myself have been unable to accomplish more.

My principal difficulty at present is, transportation. Our expenses are very heavy and must go on day and night, whether we remain idle or make salt. Your agent will furnish you with a statement of salt shipped, as well as salt now on hand ready for shipment.

I hope I am, under the circumstances, excusable for again calling your attention to the propriety of allowing an increase in the compensation for making salt. I find, in making a careful comparison of the relative value of the leading articles of consumption, that enter into the production of salt, since the 1st of February, as set forth in my letter to you of that date, vary from 25 to 60 per cent of an increase in value, over the value of the same articles, less than sixty days since. I may with propriety refer to the fact, that quite recently, Charles Scott & Co., have made a salt contract with a joint committee of the Legislature of Virginia for 750,000 bushels of salt at \$2.33 per bushel, reserving privileges of an important character to those making the salt. The Confederate States, pay for their salt this year \$2.50 per bushel.

For further and fuller information in regard to the facts set forth in my correspondence, and the salt question generally, I respectfully refer you to Col. Bigham of the House of Representatives of the Legislature of your State.

Yours most respectfully,

(Signed)

M. S. TEMPLE.

J. R. WICKLE'S LETTER TO GOV. BROWN.

SALTVILLE, VA., March 27th, 1863.

Hon. Joseph E. Brown :

DEAR SIR—Our friend Maj. Bigham will hand you this letter, who can inform you on the subject of our salt operations. We have about 40 car-loads salt sacked, with every prospect of getting all or more than our contract in the future, provided we can procure transportation for it. That is the great object to be consummated now. Maj. Bigham will hand you for perusal and consideration a communication and proposition from Mr. Dodamead. You will perceive it is in answer to letters from Maj. Bigham, Maj Temple and myself, on the subject of transportation. He admits that he has not sufficient rolling stock and motive power to do the work of the Road and carry off the salt for us, yet he has determined not to permit foreign trains to run over his road. The acceptance of the proposition which will be submitted you from Mr. Dodamead, is the only means of getting off our salt. I think it a better plan than to send trains here. It will not require as many engines and cars as to send trains through, and it will not be near so expensive to the State. It is true, the compensation proposed is very low, yet it is better than none, and relieves the State of the expense of engines, firemen, oil, tallow &c., which would have to be incurred by the State, were trains

to run through. I think one engine—large size—and sixteen cars would carry all our salt to Bristol, if a schedule is made to make a trip daily. If a trip could not be made daily, it would probably require more. An engine will carry eight cars from here to Bristol.

Maj. Temple will be at Milledgeville, on the subject of an increase of compensation for salt. He is evidently losing money at the present price.

It will require an engine, and about eight open cars to haul wood for the Georgia furnaces. Should you decide to send engines and cars to this road, the sooner the better.

I get a car to load *occasionally*. If we depend upon this road as at present managed, we will get comparatively little salt shipped here. In the meantime I shall continue to importune them for cars, and get off as much salt as possible.

If not too much trouble, will you be so kind as to send me a certificate of my appointment as salt agent, with the seal of the State attached.

Yours truly,

J. R. WIKLE.

COL. THOS. DODAMEAD, SUPT. OF VA. & TENN. R.
R., TO MAJ. B. H. BIGHAM.

VIRGINIA AND TENNESSEE RAILROAD CO. }
Lynchburg, Va., March 24, 1863. }

Maj. Bigham, Prest. Planters' Salt Man. Co. :

DEAR SIR—In reply to your application through Mr. Cox, and the application of M. S. Temple & Co., and of Judge Wikle, making inquiry on what terms this Company would permit trains belonging to roads in the State of Georgia to run over this road between Bristol and Saltville. I would state that my judgment and past experience has convinced me that it is injudicious and inexpedient as well as dangerous and embarrassing to the operations on the salt works branch to allow the trains from other roads (under the control of their respective employees who are not familiar with the peculiarities of this road, or with the rules or regulations of the road, and not responsible to the officers of this road) to be run over it, consequently we have determined to refuse all applications for that purpose. At the same time being desirous of facilitating the transportation of salt, and believing that we have not a sufficient supply of motive power or cars we are disposed to make such arrangements as will effect the object without the danger and inconvenience attending the running of strange trains over the road. I therefore propose, if the State of Georgia has a surplus

stock of engines and cars, that they shall furnish to this Company one or more locomotives, and sufficient number of freight cars to be supplied with good brakes (on each car) to be used with the engine or engines, they to be run and managed entirely by the employees of this company, under the control of, and to be responsible to, the officers of this company, and to be used in the transportation of salt for the State of Georgia, wood and other supplies necessary to the manufacture of salt for that State. I propose that this company shall pay to the proprietors or owner of said engines and cars a reasonable rate of compensation for the use of them, to be hereafter named, and that after the salt required to be transported for the State of Georgia, wood supplies shall have been transported, then this company to have the privilege of using said locomotives and cars for the transportation of salt or wood supplies &c., for other parties, provided they shall not be used on any part of the road, except between Bristol and Saltville, and only so to be used for the purpose of keeping the said locomotives and cars, and the hands in charge of the same employed. This company propose in consideration of the use of said locomotives and cars, to pay for each locomotive the sum of (\$10) ten dollars per day, furnishing engine-man and fireman, oil, waste fuel &c., and to do the small ordinary repairs necessary to keep the engine in running condition; but not to perform any large or important repairs. The consideration proposed for the use of the cars, is that this company shall pay 2 cents per mile run by each car; an accurate account to be kept of the same, and to furnish oil and grease for the purpose of keeping the axles properly lubricated; the same conditions as to repairs as proposed for the engines. It is further to be understood that the size of the engine or engines to be furnished shall be such as may be approved by me, in consequence of the heavy grades over which they are compelled to work; the heaviest class engine in use on the roads in the State of Georgia where the grades are light will be required. I would further state that if the companies furnishing the engines prefer to send their own engineers and firemen for the time being, to be in the employment of this company, and paid by them, and subject in all respects to be governed as employees of this company, I have no objections.

Yours very respectfully,
THOS. DODAMEAD.

Hollinger
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